



General Assembly

January Session, 2009

Amendment

LCO No. **8504**

HB0647008504HR0

Offered by:

REP. D'AMELIO, 71 st Dist.	REP. MINER, 66 th Dist.
REP. HARKINS, 120 th Dist.	REP. FREY, 111 th Dist.
REP. PISCOPO, 76 th Dist.	REP. CAMILLO, 151 st Dist.
REP. HOVEY, 112 th Dist.	REP. ZALASKI, 81 st Dist.
REP. AMAN, 14 th Dist.	REP. NICASTRO, 79 th Dist.
REP. MILLER L., 122 nd Dist.	REP. BERGER, 73 rd Dist.
REP. REBIMBAS, 70 th Dist.	REP. ESPOSITO, 116 th Dist.
REP. HETHERINGTON, 125 th Dist.	REP. NAFIS, 27 th Dist.
REP. NOUJAIM, 74 th Dist.	

To: Subst. House Bill No. **6470**

File No. 823

Cal. No. 147

**"AN ACT CONCERNING RESIDENTIAL RETAIL HEATING OIL AND
PROPANE CONTRACTS."**

1 After the last section, add the following and renumber sections and
2 internal references accordingly:

3 "Sec. 501. Section 42-158aa of the general statutes is repealed and the
4 following is substituted in lieu thereof (*Effective January 1, 2010, and*
5 *applicable to all contracts entered into on and after said date*):

6 (a) No provision of a contract for refuse removal or disposal which
7 states that the term of such contract shall be deemed renewed for a
8 [specified additional] period of time in excess of one year shall be

9 enforceable unless the person against whom such provision is to be
10 enforced initialed or signed a conspicuous statement immediately
11 following such provision, stating, in boldface type at least twelve
12 points in size: "I acknowledge that this contract contains an
13 AUTOMATIC RENEWAL provision.", and within ninety days of the
14 expiration of the term of such contract, the recipient of such refuse
15 removal or disposal services is (1) mailed or delivered a notice by the
16 refuse removal company to the authorized representative of the person
17 against whom such contract provision is to be enforced, notifying them
18 of such renewal, and (2) within thirty days of such mailing or delivery,
19 the person against whom such provision is to be enforced provides a
20 written statement to the refuse removal or disposal services company
21 that he or she does not intend to renew the contract. The provisions of
22 this subsection only apply to written contracts for refuse removal or
23 disposal and [shall also apply] to contracts meeting the requirements
24 of the Connecticut Uniform Electronic Transactions Act, sections 1-266
25 to 1-286, inclusive, for refuse removal or disposal.

26 (b) The provisions of this section shall not apply to: (1) [Any] An
27 initial contract with a term not exceeding twelve months that contains
28 a renewal contract with a specific length of time, and the person
29 against whom such provision is to be enforced has initialed or signed a
30 conspicuous statement immediately following such provision, stating
31 in bold face type at least twelve points in size: "I acknowledge that this
32 contract contains an AUTOMATIC RENEWAL provision." (2) any
33 contract in which the automatic renewal period specified is thirty-one
34 days or less and can be cancelled at any time without penalty or
35 damages, or [(2)] (3) a written contract subject to the provisions of
36 section 42-126b."